Exhibit D

JUL. 16. 2007 2:57PM

NO. 3984 P. 1/6



DATE

To

International Centre for Dispute Resolution

FAX

Thomas M. Ventrone, Esq.
Vice President
International Centre for Dispute Resolution
1633 Broadway, New York, NY 10019-6708
telephone 212 484 3299, facsimile 212 246 7274

FAX NUMBER 1-212-953-3690 011 852-2524-3000 1-212-953-7201 1-212-972-0027

FROM Andrea H. Bugbee
ICDR Senior Case Manager

K. Ann McDonald, Esq.

Steven C. Nelson, Esq.

David C. Singer, Esq.

Robert B. Davidson, Esq.

NUMBER OF PAGES 6 (Including Fax Cover Sheet)

July 16, 2007

50 435 T 00214 06 Akin Bay Company, LLC

Cornerstone Overseas Investment Limited
Cornerstone Strategic Management Limited

CC

RE

Message Dear Counsel and Mr. Davidson:

Please see the attached. Thank you.

Kind Regards,

Andrea

THIS FAX TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL, PRIVILEGED OR OTHERWISE EXEMPT FROM DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT OR THE PERSON AUTHORIZED TO DELIVER THIS FAX TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OF THIS FAX IS PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL FAX TO US BY FIRST CLASS MAIL AT THE ABOVE ADDRESS.

JUL. 16. 2007 2:57PM

NO. 3984 P. 2/6



International Centre for Dispute Resolution

Thomas Ventrone Vice President

1633 Broadway, 10th Floor, New York, NY 10019 telephone: 212-484-4181 facsimile: 212-246-7274 internet: http://www.adr.org/ICDR

July 16, 2007

VIA FACSIMILE ONLY

K. Ann McDonald, Esq. Robinson Murphy & McDonald 61 Broadway, Suite 1415 New York, NY 10006

Steven C. Nelson, Esq. Dorsey & Whitney 88 Queensway, Suite 3008 One Pacific Place Hong Kong China

Re: 50 435 T 00214 06 Akin Bay Company LLC

V\$

Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited

Dear Counsel:

Attached, please find a copy of the Decision on Scope of Indemnification Under Wham-O Agreement dated July 13, 2007 and as signed by Mr. Davidson.

Please contact the undersigned, should you have any questions.

Very truly yours,

Andrea H. Bugbee

Senior International Case Manager

(212) 484-3299 BugbeeA@adr.org

cc: Robert B. Davidson, Esq.

Encl.

JUL. 16. 2007 2:57PM

NO. 3984 P. 3/6

INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION

AKIN BAY COMPANY LLC

Claimant,

and

Case No. 50 435 T 00214 06

CORNERSTONE OVERSEAS INVESTMENT LIMITED and CORNERSTONE STRATEGIC MANAGEMENT LIMITED,

Respondents.

DECISION ON SCOPE OF INDEMNIFICATION UNDER WHAM-O AGREEMENT

By Interim Award dated April 20, 2007, the undersigned determined that, under Schedule I of the letter agreement dated April 1, 2004 between Respondent Cornerstone Overseas Investments, Limited ("COIL") and the Claimant ("Akin Bay") (hereinafter, the "COIL Agreement"), Akin Bay was entitled to payment of its counsel fees "as they are incurred", i.e., as the arbitration progresses. The COIL Agreement, however, is but one of two contracts involved in this arbitration. The second agreement is dated November 21, 2005 and is between Respondent Cornerstone Strategic Management Limited ("Cornerstone") and Akin Bay (hereinafter, the "Wham-O Agreement"). Akin Bay now applies for payment of its counsel fees "as they are incurred" in connection with the enforcement of its rights under the Wham-O Agreement. Cornerstone contests Akin Bay's application and contends that Akin Bay is not entitled to this relief under Schedule I of that contract.

NO. 3984 P. 4/6

The operative language of the indemnification language in Schedule I to the Wham-O Agreement is substantially identical to the language in Schedule I to the COIL Agreement. Cornerstone, however, objects to paying Akin Bay's fees for prosecuting claims under the Wham-O Agreement arguing that additional provisions contained in the Wham-O Agreement evidence the parties' intention that Akin Bay not receive reimbursement of its counsel fees "as they are incurred" with respect to the Wham-O portion of the arbitration.

There are two differences in the agreements upon which Cornerstone relies. First, unlike in the COIL Agreement, disputes between the parties under the Wham-O Agreement are to be litigated rather than arbitrated. Second, Section 5 of the Wham-O Agreement permits Cornerstone to tender an insurance policy to Akin Bay which, if accepted, would substitute for Cornerstone's indemnification obligations under Schedule I. No such provision appears in the COIL Agreement.

Cornerstone argues that these different provisions compel the conclusion that Akin Bay is not entitled to its fees as they are incurred for enforcing its rights in this arbitration under the Wham-O Agreement.

After reading the parties' submissions and reviewing the Wham-O Agreement and its Schedule I, the undersigned concludes that the differences that appear in the Wham-O Agreement do not result in a different interpretation of Cornerstone's indemnification obligations. Accordingly, Cornerstone is to reimburse Akin Bay's counsel fees "as they

JUL. 16. 2007 2:58PM NO. 3984 P. 5/6

are incurred" in Akin Bay's prosecution of its claims under the Wham-O Agreement to the same extent, and subject to the same conditions and qualifications, as those set forth in the Interim Award relating to the COIL Agreement.

It is true that a provision providing for litigation as opposed to arbitration implies a slower and more technical process, but preliminary relief is theoretically available in the context of a state court proceeding if, for example, Akin Bay felt aggrieved by an inordinate delay in receiving a decision on the payment of its fees. Neither does the possibility of Cornerstone's covering its indemnification obligations with insurance compel a different conclusion. The Wham-O Agreement recites a 90-day term, with possible extensions, and it is quite conceivable—perhaps even likely—that Akin Bay's work on the Wham-O assignment would be completed and fully paid for prior to the assertion of a third-party claim. While an insurance policy would not likely be available to cover Cornerstone's obligations to pay the fees of Akin Bay in the event of a dispute over the underlying agreement, the insurance alternative in Section 5 is optional and not mandatory. Hence, the inference is that the parties understood that it might not be an option under all the circumstances. Further, the insurance policy can be obtained "[a]t any time after the date of [the Wham-O] Agreement." Thus, a policy might well be procured after Akin Bay's assignment has concluded and Akin Bay has been fully compensated. The mere existence of the insurance alternative is, therefore, insufficient to override the clear language in Schedule I.

JUL. 16. 2007 2:58PM

NO. 3984 P. 6/6

For the reasons set forth above, Akin Bay's application is GRANTED and the Respondents are ORDERED to reimburse Akin Bay's reasonable counsel fees for the prosecution of its claims under the Wham-O Agreement as this arbitration proceeds. If a dispute arises as to the frequency of such reimbursements, or their amounts, either party may apply to the arbitrator for a prompt ruling.

A final fee will be set in the final Award rendered in this arbitration. The amount of such fee will consider the identity of the prevailing party, the work done, the results achieved, and the *bona fides* of the claims asserted. The arbitrator reserves the right to set a final fee that might require a disgorgement of fees previously advanced to Akin Bay if circumstances so warrant.

Dated: New York, NY July 13, 2007

Kobert B. Davidson, Arbitrator

Exhibit E

ROBINSON & McDonald LLP

61 BROADWAY NEW YORK, N.Y. 10006

212-953-3400 FAX: 212-953-3690

August 9, 2007

Memorandum to: Steven C. Nelson, Esq.

Re: Bills Through June 30, 2007

Steve, we previously sent you bills through May 31, 2007 for payment by

Cornerstone (see my memorandum to you of July 20, another copy of which is attached).

Attached hereto are our bills for June 2007. They total \$11,315.45.

The following is a summary of what is still owed from our previous bills plus the

new June statements:

Wham-O Bills through June 30, 20	\$ 48,422.42	
·		4,090.63
		5,226.50
First Agreement Bills for April 1 t	hrough June 30, 2007	10,210.62
· .		6,088.95
•	Total	\$ 74,039.12 ¹
AAA Bills through July 6, 2007		$39,175.00^2$
-	•	113,214.12
Bank processing charges		<u>67.77</u>
	Grand Total	<u>\$113,281.89</u>

The \$6,529.11 of outside copying charges for the document production that were unbilled as of the time of my July 20 memorandum are now included in the June 30 bill. As with the \$1,874.97 of similar charges on the May 31 bill, we allocated such charges 80% to the First Agreement and 20% to Wham-O.

In my July 20 memorandum Kental

² In my July 20 memorandum I told you that my number for the AAA bills included a \$1,952.50 invoice from JAMS. The above \$39,175.00 number excludes that \$1,952.50 amount. It turns out I should not have included it. The total AAA bills are as set forth on the AAA statement dated July 6, 2007 I previously sent to you (another copy attached).

The above summary can be reconciled to my July 20 memorandum as follows:

Amount Owed per KAM 7/20/2007 Memo	\$110,448.05
Plus 6/30/2007 Bills: Wham-O	5,226.50
First Agreement	6,088.95
_	\$121,763.50
Minus \$1,952.50 JAMS invoice	<u>- 1,952.50</u>
•	119,811.00
Minus \$6,529.11 then unbilled copying cha	rge (now
billed and included in the 6/30/2007 statem	ents) <u>- 6,529.11</u>
	\$113,281.89

Finally, another copy of my proposed stipulation regarding the ongoing procedure for Cornerstone's payment of bills is attached. Please call with any questions.

Steve, as I said in my e-mail of yesterday, it is important that these bills either be paid forthwith or that you tell me they will not be paid. The current situation cannot continue -- where our clients incur fees (such as on the latest brief about the First Agreement), and all we get from Cornerstone is silence. As of Monday, August 13, 2007, we will interpret silence as a refusal to comply with the Arbitrator's decisions and act accordingly. Best regards.

K. Ann McDonald

Enclosures

New York	nuyuar	ou,	2007
TIEN TOIM _			

AKIN BAY COMPANY LLC

n~

ROBINSON & MCDONALD LLP
COUNSELLORS AT LAW
61 BROADWAY
NEW YORK, N.Y. 10006

FEDERAL & New York STATE IDENTIFICATION NUMBER 13-3568624

For professional services rendered through June 30, 2007 in connection with a dispute with Cornerstone Overseas Investment Limited regarding 2004 Agreement (First Agreement)

Professional Services.

Τo

			····	Hours
6/4/2007	KAM	Telephone call P. Bepler re document production		0.15
6/5/2007	KAM	Telephone call re document production		0.10
6/6/2007	KAM	Telephone call D. Singer		0.05
6/26/2007	JSR	Telephone call client		1.00
6/28/2007	JSR	Telephone calls clients; revise bills; email S. Nelson	•	0.30
		·		Amount .
	For p	rofessional services rendered 1.	60	\$680.00

AKIN BAY COMPANY LLC

August 08, 2007

Page	2

Additional Charges:

•	Amount
Local Messenger	176.67
Outside Copying Photocopy	5,223.28 9.00
Total costs	\$5,408.95
Total amount of this bill	\$6,088.95

Professional Summary

Name	Hours	Rate
Jayne S. Robinson	1.30	425:00
Kathryn Ann McDonald	0.30	425.00

NEW YORK _	wadanc	vo,	ZUU/
HEW TORK			

To ROBINSON & McDonald LLP

COUNSELLORS AT LAW 61 BROADWAY NEW YORK, N.Y. 10006

FEDERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3588824

For professional services rendered through June 30, 2007 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

AKIN BAY COMPANY LLC

-			Hours
6/4/2007	KÄM	Telephone call P. Bepler re document production	0.15
6/5/2007	KAM	Telephone call re document production	0.10
6/6/2007	KAM	Telephone call D. Singer	0.05
6/18/2007	JSR	Review Respondents' letter brief re fees	0.40
6/19/2007	JSR	Review documents (brief, contracts, interim award, etc.) and begin drafting letter brief in support of interim award	2.00
6/20/2007	JSR	Telephone call client; work on brief	1.30
6/25/2007	JSR	Letter brief; telephone call K.A. McDonald	2.20
6/26/2007	JSR	Brief	.0.80

AKIN BAY COMPANY LLC

August 08, 2007

				Page	2
		·		Н	ours
			•		
6/27/2007	JSR	Telephone call re brief			0.50
6/28/2007	JSR	Telephone call clients; revise bil email S. Nelson	ls;		0.30
6/29/2007	JSR	Finalize and submit brief			1.30
				Am	ount
	For pr	ofessional services rendered	9.10	\$3,86	7.50
-	Additi	onal Charges :			•
	Local	Messenger		4	4.17
,	Outsid	e Copying			5.83
-	Photoc	ору			9.00
	Total	costs		\$1,35	9.00
-	Total	amount of this bill		\$5,22	6.50

Professional Summary

Name	Hours	Rate
Jayne S. Robinson	8.80	425.00
Kathryn Ann McDonald	0.30	425.00

Read Message - SmarterMail

Page 1 of 1

Date: Saturday, July 21, 2007 12:15 AM

HTML | Plain Text | Header | Raw Content

From:

"Ann McDonald" <ann@robinsonmcdonald.com>

To:

nelson.steve@dorsey.com

CC:

jayne@robinsonmcdonald.com, singer.david@dorsey.com

Subject:

Re:Akin Bay v. Comerstone

Attachments:

Nelson-7-20[1].doc, Wham-O-Attachment.pdf, Stip-FeePayment.doc

Dear Steve, See attached.

Ann

K. Ann McDonald, Esq. Robinson & McDonald LLP 61 Broadway, Suite 1415 New York, New York 10006

Tel.: 212 953-3889 Fax: 212 953-3690

Confidentiality Notice: This e-mail is sent by a law firm and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless explicitly provided otherwise, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

ROBINSON & McDONALD LLP

61 Broadway

NEW YORK, N.Y. 10006

212-953-3400

FAX: 212-953-3690

July 20, 2007

Memorandum to: Steven C. Nelson, Esq.

Re: Akin Bay v. Cornerstone

Steve, thank you for your e-mail of July 19, 2007 in which you said you would be getting together with Mr. Hsieh about our outstanding bills shortly. We thought it might aid you in that meeting to have copies of all the bills that have not been paid to date.

1. Bills Through March 31, 2007

On or about May 9, 2007 we sent you a memorandum seeking payment of Robinson & McDonald ("R&M") bills through March 31, 2007 and AAA expenses through May 9, 2007. The fees and expenses referred to in that memorandum were as follows:

> \$48,422.42 Wham-O First Agreement \$ 47,632.63 AAA \$15,777.50

In response, Cornerstone paid \$47,632.63, and R&M received \$47,564.86. Therefore with respect to our May 9, 2007 memorandum (and in light of the arbitrator's recent decision that Akin Bay's fees with respect to the Wham-O Agreement must also be paid), please have Cornerstone send the following amounts by wire transfer:

> Wham-O Agreement \$48,422.42 AAA 15,777.50 \$ 64,199.92

In addition, on June 26 and 29, 2007, Jayne Robinson sent e-mails enclosing our bills for April through May 2007, a bill from the AAA and certain as yet unbilled charges for

coping related to document production (additional copies are attached hereto). There has to date been no payment of those amounts, which are:

Wham-O Agreement	\$ 4,090.63
First Agreement	10,210.62
AAA	3,250.00
Copying Charges	6,529.11
	\$24,080.36

Furthermore, we have recently received a further bill from the AAA (as I know you have) for a further \$22,100. This bill is attached.

In summary, Cornerstone now owes the following amounts:

Previously Billed:	\$ 64,199.92
•	24,080.36
Recent AAA Bill	22,100.00
Bank Processing Charges	67.77
Grand Total	\$110,448.05

Please have your client send \$110,448.05 by wire transfer pursuant to the

following instructions:

Bank of New York Robinson & McDonald LLP Account # 6301542028 ABA Routing # 021000018 Swift # IRVTUS3N

Please tell your client not to send us a foreign check again. It took almost three weeks to clear, and that is unacceptable.

Finally, we will be sending our June bills shortly, and I want to put a procedure in place for paying these bills on a regular basis. Although I have not heard from you regarding the procedure suggested in my e-mail of July 6, 2007, attached hereto is a proposed stipulation on the assumption that such proposal will probably be acceptable to you.

If you have any questions or comments, please give me a call. If you wish to talk

over the weekend, I will be at (860) 354-2139. Best regards.

K. Ann McDonald

Enclosures

American Arbitration Association

JUL. 6. 2007 8:21AM

1833 Broadway 10th Front New York NY 10019 STMT DATE AMOUNT DUE 07/06/2007 25350,60 CASE 50-495-T-00214-05 61 ANEU-R

INVOICE/STATEMENT

Payment Due Upon Receipt

NO. 3682 P. 3

K. Ann McDaneld Esq. Rubinson Muphy & McDaneld 61 Broadwey, Suite 1416 New York NY 10008

Dispute Resolution Services Worldwide

Representing Akin Bay Company LLC Re: Comersions Oranges Investment Limited and Concesture Strategic Management Limited

Please Detach and Return with Payment to the Above Address

Please Indicate Case No. on check

American Arbitration Association Dispute Resolution Services Westelwide

1633 Broadway 10th Floor New York NY 10019

NAME

K. Ann McDonald Esq. Robinson Muschy & McDonald 51 Broadway. Suile 1415 New York NY 10008

Representing Akin Bay Company LLC Rec Cornerstone Oversees Investment Limited and Cornerstone Strategic Management Limited

STMT DATE		CAREA	PREYIOUS DALANCE	GURREN	CREDITS	NEW CHARGES	TOTAL BALANCE DU
07/08/2007	50-435-7	-00214-08 01 ANSU-R	0.50		13825,00-	30176.00	25359.0D
DATE	REF#	DE	SCRIPTION	<u>"] [</u>	AMQUNT	CREDITS	BALANCE
35/22/2006	9271057	Initial Administrative Fee	. When the same of the same		BOROLOO		i
)5/24/2006	2290	Payment recycl from : coll cki	AKA Hay Company, LLC			- 00.0008	
Y172212007	9397609	Your Share of the Neutral Co of Prefixingry Mallers	nipensation Daposit covering 8 hou	8	2200.00		
12/08/2007	2500	Payment recyd from : coll ck/	Akin Bay Compuny, LLC	l		2200.00 -]
1/22/2007	9307871	Your chars of the profresor a	khansa dobosji		50.00	}	
2/08/2007	2500	Payment recvil from : ooli ck/Akin Bay Company, LLC				50,00 -	
4/02/2007	9498186	Your Share of the Neutral Co of Study	mpensation Deposit covering 15 ho	81 1	3575.00		,
4/24/2007	2565	Payment recycl from : coll cld	Akin Bay Company LLC			3575.00 -	
06/04/2007	9459188	Case Service Fee			3250,00		
7/05/2007	9485450	Your Share of the Neutral Go Headns	mpanablish Deposit covering 5 days	af l	11000,00		3250.00
7/06/2007	9485452	Your Share of the Neutral Co	mpanapigan Daposk covering 40 hol	13	1,000,00		11006.00
1		of Study			•		11000,00

Remarks: For any inquiry planese celt. 212-464-3289
This is a bull statement showing as thrancial activity on this case.

25950,00 Please Indicate Case No. on chock

NET BILLED NETPAID NET DUE £000,00 3250,00 INVOICE SUMMARY: INITIALICOUNTER-CLAIM FEES 11250.00 HEARING/POSTPONEMENT/ROOM/PROCESSING FEES 0.00 0.00 0.00 REALLOCATION AT CASE END FEES 0.00 0.00 0.00 NEUTRAL COMPENSATION/EXPENSES 5825,00 22100.00 EN: 13-0420745 27925.08

JUL. 6. 2007 8:21AM

American Arbitration Association Dispute Resolution Services Worldwide

1633 Broadway 10th Floor New York NY 10019

	#2
STAT DATE	AMOUNT DUE
07/08/2007	25350.00
CAS	E#
60-485-7-00214	ON OF ANSU-R

Payment Due Upon Receipt

NO. 3682 P. 4

INVOICE/STATEMENT

K. Ann McDonaid Esq. Robinson Murphy & McDonaid 61 Broadway, Suile 1416 New York NY 16608

Representing Alon Bay Company LLC Ret Comercions Overseas Investment Limited and Comercione Suplegic Menagement Direct

Please Detach and Return with Payment to the Above Address

Please Indicate Case No. on check

American Arbitration Association

Dispute Resolution Services Worldwide

1633 Broadway 10th Floor New York NY 10019

NAMB

K. Ann McDonald Esq. Robinson Murphy & McDonald 61 Broadway, Sulta 1415 New York NY 10008

Representing Akin Bay Company LLC Re: Comercione Overseas investment Limited and Cornerstone Strategic Management Limited

STMT DATE		CASEA	PREVIOUS BALANCE	CURRENT CREDITS	NEW CHARGES	TOTAL DALANCE DU
07/08/2007	50-435-T	-00214-08 01 ANBU-R	0.00	13825.00	39175,00	, 25350,00
DATE	REF#	DE	scription	AMOUNT .	CREDITS	BALANCE
07/08/2007	9485454	Your share of the scothetor e	Kpansa doposit	100.0	0	100,00
						-
			•			
ļ	'	·				

Remarks: For any inquiry please call: 212-464-3298 This is a full elalement choosing all financial activity on this case.

25350.00 mu Please Indiento Crac No. on check

NET PAID NET BUE NET BILLED 11250,00 8000.00 3250,00 INVOICE SUMMARY: INITIALICOUNTER-CLAIM FEES HEARING/POSTPONEMENTIROOM/PROCESSING FEES 0,00 0.00 0.00 REALLOCATION AT CASE END FEES 0.00 0.00 0.00 22100.00 EIN: 19-0429745 5625,00 NEUTRAL COMPENSATION/EXPENSES 27925.00

Draft 7/20/2007

AMERICAN ARBITRATION ASSOCIATION INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION

	- - X	
Akin Bay Company LLC,	: :	Case No. 50 435 T 00214 06
Claimant,	:	
	:	
-against-	:	
	:	
Cornerstone Overseas Investment Limited	:	
and Cornerstone Strategic Management	:	
Limited,	:	
	:	
Respondents.		
	X	

STIPULATION REGARDING PAYMENT OF FEES AND EXPENSES OF AKIN BAY

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned counsel for the parties:

- 1. With respect to invoices sent to Akin Bay or its counsel by the American Arbitration Association ("AAA") or JAMS (collectively "AAA Expenses"), Respondents shall pay the full amount of such invoices within 5 days of the transmission of such invoice by e-mail to Steve Nelson and David Singer, counsel for Respondents.
- 2. With respect to statements sent to Akin Bay by its counsel, Robinson & McDonald, for legal fees and expenses ("Attorney Statements"), Respondents shall pay the full amount of such Attorney Statements within 10 days of the transmission of such Attorney Statements by e-mail to Steve Nelson and David Singer, counsel for Respondents, except as set forth in paragraphs 3 and 4 below.

- 3. In the event that counsel for Respondents has an objection or query with respect to any portion of the Attorney Statements, then Respondents shall pay the portion of such Attorney Statement that does not relate to such objection or query pursuant to the terms of paragraph 2 above. With respect to the portion of the Attorney Statement that does relate to such objection or query (the "Disputed Amount"), counsel for the parties shall have a further 10 days (i.e., 20 days from the initial transmission of the Attorney Statement to counsel for Respondents) to resolve the issue ("10 Day Resolution Period").
- 4. If, by the end of such 10 Day Resolution Period, Respondents have agreed to pay all or any portion of the Disputed Amount, such payment shall be made within 5 days of the end of such 10 Day Resolution Period, and either party may seek a ruling from the Arbitrator with respect to any remaining issues.
- 5. All payments made by Respondents pursuant to this Stipulation shall be made by wire transfer to Robinson & McDonald, as follows:

Bank of New York Robinson & McDonald LLP Account # 6301542028 ABA Routing # 021000018 Swift # IRVTUS3N

Dated: July ___, 2007

ROBINSON & McDONALD LLP	DORSEY & WHITNEY
Ву	By:
K. Ann McDonald, Esq.	Steven C. Nelson, Esq.
61 Broadway	88 Queensway
New York, NY 10006	Suite 3008
Tel.: (212) 953-3400	One Pacific Place
Attorneys for Claimants	Hong Kong, China
	Attorneys for Respondents

Case 1:07-cv-07170-RJS Document 1-2 Filed 08/10/2007 Page 24 of 64

Read Message - SmarterMail

Page 1 of 1

"Ann McDonald" <ann@robinsonmcdonald.com> From:

nelson.steve@dorsey.com

Date: Thursday, July 26, 2007 10:59 PM

To:

HTML | Plain Text | Header | Raw Content

CC:

jayne@robinsonmcdonald.com, singer.david@dorsey.com

Dear Steve,

I need to hear from you soon re Comerstone's payment of its obligations pursuant to the Arbitrator's orders. I do understand that you, like me, are busy with other things. However, unless I hear from you very soon, I am going to have to raise with Mr. Davidson your client's failure to pay our bills, and seek as as order that which I have proposed to you as a stipulation. Given everything that's going on (including your side's recent brief that admits that T&M Fees were payable for M&A work), would it make sense for you and me to talk over the weekend (and before we file our brief next Tuesday)? If so, please e-mail me when you would be available. I will be in the country over the weekend at 860 354-2139. Feel free to call-I sort of think we need to talk a bit. Best regards,

K. Ann McDonald, Esq. Robinson & McDonald LLP 61 Broadway, Suite 1415 New York, New York 10006

Tel.: 212 953-3889 Fax: 212 953-3690

Confidentiality Notice: This e-mail is sent by a law firm and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless explicitly provided otherwise, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Read Message - SmarterMail

http://mail.robinsonmurphymcdonald.com/Main/frmReadMail Body..

From:

"Ann McDonald" <ann@robinsonmcdonald.com>

Previous

To:

nelson.steve@dorsey.com, singer.david@dorsey.com

Date: Wednesday, July 25, 2007 3:10 PM

Subject:

fw: Re:My Memo of July 20

HTML | Plain Text | Header | Raw Content

Hi David,

Don't mean to nag, but will you have a response soon re my request for a brief extension--end of the e-mail I sent last night--even if you don't yet have a response on the rest of my queries?

Ann

K. Ann McDonald, Esq. Robinson & McDonald LLP 61 Broadway, Suite 1415 New York, New York 10006

Tel.: 212 953-3889 Fax: 212 953-3690

Confidentiality Notice: This e-mail is sent by a law firm and may contain information that is privileged or confidential.

If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless explicitly provided otherwise, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

From: "Ann McDonald" <ann@robinsonmcdonald.com>

Sent: Wednesday, July 25, 2007 1:43 AM

To: nelson.steve@dorsey.com>,<singer.david@dorsey.com

Subject: Re:My Memo of July 20

Dear Steve,

In my memo to you dated July 20, I included in the amount owed by your client \$1,952.50 that I had thought Akin Bay had paid directly to JAMS (we do have an invoice from JAMS for that amount, and I thought we had paid it). See footnote 2 to my memo. I am now not so sure that amount was paid to JAMS itself (it might have been included in what the AAA billed). I obviously want to make sure we are not double billing your client, so please for the moment subtract \$1,952.50 from the \$110,448.05 Cornerstone needs to wire transfer to Robinson & McDonald. When I get to the bottom of the JAMS invoices, I will get back to you. I also have a message from the AAA asking whether we paid "Mr. Davidson" directly. I assume they mean did we pay JAMS directly. I called Andrea back, but we haven't actually connected yet. It may be that the AAA is also confused (what a surprise!).

Having not heard from you or David at all about any of this (including the stipulation re procedures for payment), I am concerned that the motion I should be working on should be a default judgment motion and not the "interpretive issue" brief I am working on now. Please try to get back to me ASAP re the stip.and when we should expect payment of the outstanding bills. Meanwhile, I do not want to waste my time on a response re the interpretive issue if your client is just going to ignore the arbitrator's ruling. At the same time, I do not want to put off that issue at all. To be perfectly honest, I also have an emergency I am working on for a large European client (TRO, preliminary injunction etc...)—notice I am writing this to you at 1:45 a.m. New York time—and I would appreciate a brief exension for our currently due brief. My response re the "interpretive issue" is now due Friday, July 27. Can I have until Tuesday, July 31? Meanwhile, I hope we can work out this week whether we have a problem about your client paying or not? Best regards,

Ann

K. Ann McDonald, Esq. Robinson & McDonald LLP 61 Broadway, Suite 1415 New York, New York 10006 Read Message - SmarterMail

http://mail.robinsonmurphymcdonald.com/Main/frmReadMail_Body..

Tel.: 212 953-3889 Fax: 212 953-3690

Confidentiality Notice: This e-mail is sent by a law firm and may contain information that is privileged or confidential.

If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless explicitly provided otherwise, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Case 1:07-cv-07170-RJS Document 1-2 Filed 08/10/2007 Page 27 of 64

Read Message - SmarterMail

Page 1 of 1

Date: Saturday, July 21, 2007 12:15 AM

HTML | Plain Text | Header | Raw Content

From:

To:

"Ann McDonald" <ann@robinsonmcdonald.com>

nelson.steve@dorsey.com

CC:

jayne@robinsonmcdonald.com, singer.david@dorsey.com

Subject:

Re:Akin Bay v. Cornerstone

Attachments:

Nelson-7-20[1].doc, Wham-O-Attachment.pdf, Stip-

FeePayment.doc

Dear Steve, See attached.

Ann

K. Ann McDonald, Esq. Robinson & McDonald LLP 61 Broadway, Suite 1415 New York, New York 10006

Tel.: 212 953-3889 Fax: 212 953-3690

Confidentiality Notice: This e-mail is sent by a law firm and may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that, unless explicitly provided otherwise, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

ROBINSON & McDonald LLP

61 Broadway

NEW YORK, N.Y. 10006

212-953-3400

FAX: 212-953-3690

July 20, 2007

Memorandum to: Steven C. Nelson, Esq.

Akin Bay v. Cornerstone Re:

Steve, thank you for your e-mail of July 19, 2007 in which you said you would be getting together with Mr. Hsieh about our outstanding bills shortly. We thought it might aid you in that meeting to have copies of all the bills that have not been paid to date.

1. Bills Through March 31, 2007

On or about May 9, 2007 we sent you a memorandum seeking payment of Robinson & McDonald ("R&M") bills through March 31, 2007 and AAA expenses through May 9, 2007. The fees and expenses referred to in that memorandum were as follows:

Wham-O	\$ 48,422.42
First Agreement	\$ 47,632.63
AAA	\$15,777.50

In response, Cornerstone paid \$47,632.63, and R&M received \$47,564.86. Therefore with respect to our May 9, 2007 memorandum (and in light of the arbitrator's recent decision that Akin Bay's fees with respect to the Wham-O Agreement must also be paid), please have Cornerstone send the following amounts by wire transfer:

The \$67.77 difference was Hong Kong and New York bank processing fees occasioned by the manner of the transfer (foreign check).

This amount includes \$1,952.50 invoiced by JAMS. There may be an additional amount that was paid to JAMS—I am checking on it and will get back to you.

In addition, on June 26 and 29, 2007, Jayne Robinson sent e-mails enclosing our bills for April through May 2007, a bill from the AAA and certain as yet unbilled charges for coping related to document production (additional copies are attached hereto). There has to date been no payment of those amounts, which are:

Wham-O Agreement \$ 4,090.63 First Agreement 10,210.62 AAA 3,250.00 Copying Charges 6,529.11 \$24,080.36

Furthermore, we have recently received a further bill from the AAA (as I know you have) for a further \$22,100. This bill is attached.

In summary, Cornerstone now owes the following amounts:

Previously Billed:	\$ 64,199.92
•	24,080.36
Recent AAA Bill	22,100.00
Bank Processing Charges	<u>67.77</u>
Grand Total	<u>\$110,448.05</u>

Please have your client send \$110,448.05 by wire transfer pursuant to the following instructions:

Bank of New York Robinson & McDonald LLP Account # 6301542028 ABA Routing # 021000018 Swift # IRVTUS3N

Please tell your client not to send us a foreign check again. It took almost three weeks to clear, and that is unacceptable.

Finally, we will be sending our June bills shortly, and I want to put a procedure in place for paying these bills on a regular basis. Although I have not heard from you regarding the procedure suggested in my e-mail of July 6, 2007, attached hereto is a proposed stipulation on the assumption that such proposal will probably be acceptable to you.

If you have any questions or comments, please give me a call. If you wish to talk over the weekend, I will be at (860) 354-2139. Best regards.

K. Ann McDonald

Enclosures

Akin Bay

Wham-O -- From May 9, 2007

May 31, 2006 -

AKIN BAY COMPANY LLC

)R

TO ROBINSON & MCDONALD LLP COUNSELLORS AT LAW 61 BROADWAY NEW YORK, N.Y. 10006

FEDERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3508024

For professional services rendered through April 30, 2006 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

_			Hours
4/2/2006	KAM	Review materials from client telephone call J. Robinson	1.60
4/3/2006	KAM	Preparation for meeting and attend meeting at client's offices	2.50
4/4/2006	KAM	Telephone call P. Bepler	0.10
4/10/2006	JSR	Conference K.A. McDonald; work on estimate; review Wham-O contract	0.60
	KAM	Telephone call client; review of documents from client; conference J. Robinson; preparation of cost estimate	1.55
4/11/2006	KAM	Finalize cost estimate	0.60
	JSR	Work on estimate	0.50
4/17/2006	KAM	Telephone call P. Bepler	0.35
-	JSR	Telephone call P. Bepler	0.35

AKIN BAY COMPANY LLC

May 31, 2006

Page	າ
Fage	_

			Hours
4/18/2006	KAM	Telephone call P. Bepler; memorandum to P. Bepler	0.15
	JSR	Telephone call P. Bepler	0.10
4/19/2006	KAM	Conference J. Robinson re strategy	0.25
4/20/2006	KAM	Prepare for telephone call with client; telephone call client	0.45
•	JSR	Telephone call clients	0.25
4/25/2006	KAM	Telephone call P. Bepler	0.05
4/26/2006	KAM	Work on Statement of Claim; respond to client e-mails	1.15

			Hours	Amount
For professional	services	rendered	10.55	\$4,483.75

Professional Summary

Name	Hours	Rate
Jayne S. Robinson	1.80	425.00
Kathryn Ann McDonald	8.75	425.00

June 20, 2006

AKIN BAY COMPANY LIC

n.

TO ROBINSON & MCDONALD LLP COUNSELLORS AT LAW 61 BROADWAY NEW YORK, N.Y. 10006

FEDERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3588024

For professional services rendered through May 31, 2006 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

		· ·	Hours
5/1/2006	KAM .	Work on Statement of Claim; conference P. Bepler	1.50
5/2/2006	KAM	Review of documents from client	0.20
5/3/2006	KAM	Work on Statement of Claim	1.55
5/4/2006	KAM	Work on Statement of Claim	1.15
5/5/2006	KAM	Telephone call P. Bepler	0.05
5/9/2006	KAM	Review of e-mails from clients	0.30
5/10/2006	KAM	Review of e-mails from client; work on Statement of Claim; e-mails to P. Bepler	2.20
5/11/2006 .	KAM	Re-draft Statement of Claim; e-mail to P. Bepler	1.60

AKIN BAY COMPANY LLC

June 20, 2006

	÷		Page	2
-				Hours
5/12/2006	KAM	Work on Statement of Claim; telephone call clients		0.70
	JSR	Review draft statement of claim		0.10
5/15/2006	KAM	E-mails with client; work on Statement of Claim; organize exhibits		4.60
	JSR	Review draft Statement of Claim; conference K.A. McDonald		0.25
5/16/2006	KAM	Work on Statement of Claim; e-mails with client; review and organize exhibits		3.60
5/17/2006	KAM	Finalize Statement of Claim; telephone calls P. Bepler; organize exhibits; draft letters to AAA, Hsieh and Nelson		1.60
· ·	JSR	Telephone call P. Bepler; conference K.A. McDonald; final review Statement of Claim		0.50
5/22/2006	KAM	Telephone call S. Nelson; telephone call P. Bepler		0.15
5/23/2006	KAM	E-mail to clients re Nelson conversation; telephone clients re same		0.45
5/24/2006	KAM	Review of AAA letter and rules; e-mails to client and S. Nelson		0.15
5/31/2006	KAM	Telephone call S. Nelson; telephone call P. Bepler; telephone call Bepler and Rybakoff		1.00
	JSR	Telephone calls S. Nelson, P. Bepler, and J. Rybakoff re arbitration	;	1.00

AKIN BAY COMPANY LLC

June 20, 2006

		Page 3
		Hours
-	Hours	Amount
For professional services rendered	22.65	\$ 9,626.25
Additional Charges:	·	
Local Messenger		4.64
OT Word Proc.		87.00
Photocopy		565.23
Total costs		\$656.87
Total amount of this bill		\$10,283.12

Professional Summary

Name	Hours	Rate
Jayne S. Robinson	1.85	425.00
Kathryn Ann McDonald	20.80	425.00

NEW YORK August 03, 2006

AKIN BAY COMPANY LLC

Do

ROBINSON & MCDONALD LLP
COUNSELLORE AT LAW
61 BROADWAY
NEW YORK, N.Y. 10006

FEDERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3588824

For professional services rendered through June 30, 2006 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

Τo

			Hours
6/1/2006	KAM	Telephone call with AAA and S. Nelson; telephone call P. Bepler; conference J. Robinson	3.15
	JSR	Conference AAA; conference K.A. McDonald re court vs. arbitration issues; telephone call P. Bepler	3.15
6/2/2006	KAM	Conference J. Robinson re contract interpretation; telephone call P. Bepler re same	1.80
6/8/2006	KAM	Telephone call P. Bepler; telephone call AAA and S. Nelson; conference J. Robinson re strategy	0.25
	JSR	Review AAA commercial, securities and international rules in preparation for AAA conference; telephone call S. Nelson; telephone call AAA; telephone call P. Bepler	0.75

Total costs

August 03, 2006

Page

\$120.79

	Hours	Amount
For professional services rendered	09.10	\$3,867.50
Additional Charges:		
Westlaw		120.79

Total amount of this bill \$3,988.29

Name	Hours	Rate
Jayne S. Robinson	3.90	425.00
Kathryn Ann McDonald	5.20	425.00

October 02, 2006

AKIN BAY COMPANY LLC

DR

ROBINSON & MCDONALD LLP COUNSELLORS AT LAW 61 BROADWAY NEW YORK, N.Y. 10006

FEDERAL & New York State (DENTIFICATION NUMBER 13-3508024

For professional services rendered through August 31, 2006 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

Τo

			Hours
7/6/2006	JSR	Review answer and counterclaim; telephone call P. Bepler	0.30
٠.	KAM	Review of Cornerstone Answer; telephone call P. Bepler	0.55
7/10/2006	KAM	Review of Cornerstone's Answer; telephone call clients	1.60
7/11/2006	KAM	Telephone calls P. Bepler	0.20
7/20/2006	JSR	Conference re arbitrators	0.25
·	KAM	Conference re arbitrators	0.25
7/26/2006	KAM	Telephone call P. Bepler	0,15
8/1/2006	KAM	Telephone call P. Bepler	0.10
8/21/2006	KAM	Work on draft Response to Answer and Counterclaims	4.50

October 02, 2006

			Page	2
				Hours
8/22/2006	JSR	Draft discovery demand; work on answer to counterclaim		2.75
	KAM	Work on response; telephone calls P. Bepler; conference J. Robinson		3.60
8/23/2006	JSR	Work on answer to counterclaim		1.75
	KAM	Work on response; conference J. Robinson; telephone call AAA		2.75
8/24/2006	KAM	Work on response		1.75
8/28/2006	KAM	Work on response		1.50
8/29/2006	KAM	Work on response		0.75
8/30/2006	KAM	Work on response		0.50
8/31/2006	KAM	Telephone call P. Bepler; work on response		0.25
		***************************************	Amour	<u>1t</u>
	For	professional services rendered 23.50	\$9,987.5	0
	Addi	tional Charges :		
	OTWO	l Messenger rdProc. ocopy	4.6 145.0 56.0	0
	Tota	l costs	\$205.6	3
	Tota	l amount of this bill	\$10,193.1	.3

October 02, 2006

Page 3

Name	Hours	Rate
Jayne S. Robinson	5.05	425.00
Kathryn Ann McDonald	18.45	425.00

November 02, 2006

AKIN BAY COMPANY LLC

To ROBINSON & MCDONALD LLP

COUNSELLORS AT LAW .
61 BROADWAY
NEW YORK, N.Y. 10006

FEDERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3588824

For professional services rendered through September 30, 2006 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

· ·	Hours
Work on response to counterclaim	1.40
Work on answer to counterclaim	1.85
Work on and finalize response; numerous e-mails and telephone calls clients; finalize exhibits; telephone call S. Nelson; telephone call AAA	5.50
Telephone call P. Bepler	0.10
Telephone call P. Bepler	0.10
E-mails; telephone calls re arbitrator	0.40
E-mails; letter to AAA	0.20
Telephone call clients re possible witness	0.90
	Work on answer to counterclaim Work on and finalize response; numerous e-mails and telephone calls clients; finalize exhibits; telephone call S. Nelson; telephone call AAA Telephone call P. Bepler Telephone call P. Bepler E-mails; telephone calls re arbitrator E-mails; letter to AAA Telephone call clients re possible

November 02, 2006

Page 2

	Hours	Amount
For professional services rendered	10.00	\$4,250.00
Additional Charges:		
Courier		45.01
OTWordProc.		159.50
Outside Copying		44.40
Total costs		\$248.91
Total amount of this bill		\$4,498.91

Name	Hours	Rate
Jayne S. Robinson	1.85	425.00
Wathram Ann McDonald	8.15	425.00

•	•	NEW YORK	November 17	2006
			-	
AKIN BAY CO	MPANY LLC			DR
	~			

ROBINSON & MCDONALD LLP COUNSELLORG AT LAW 61 BROADWAY NEW YORK, N.Y., 10006

FEDERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3588824

For professional services rendered through October 31, 2006 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

·	·	Hours ·
10/20/2006	KAM Telephone call Bepler; Rybakoff	0.35
10/26/2006	KAM Work on document demand	0.15
10/27/2006	KAM Finalize document demand	0.10
	For professional services rendered 0.60	Amount \$255.00
	Additional Charges:	
	Courier Photocopy	17.76 5.40
	Total costs	\$23.16
•	Total amount of this bill	\$278.16

AKIN BAY COMPANY LLC

November 17, 2006

Page 2

Name			Hours	Rate
Kathryn Ann	McDonald	•	0.60	425.00

New York	
•	
	£1m

To ROBINSON & MCDONALD LLP

COUNSELLORS AT LAW
61 BROADWAY
NEW YORK, N.Y. 10006

FEDERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3588824

For professional services rendered through February 28, 2007 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

AKIN BAY COMPANY LLC

Hours

11/14/2006	KAM	Work on settlement; telephone call P. Bepler re same	0.90
12/4/2006	KAM	Preparation for settlement discussions (review chart from client; draft summary charts)	0.85
12/5/2006	KAM	Work on damages charts	0.40
12/13/2006	KAM	Telephone call client	0.10
12/21/2006	KAM	Research re service of process; conference J. Robinson re same	2.50

March 12, 2007

			Page	2
		-		Hours
12/21/2006	JSR	Research re service of process in Hong Kong under Hague and Rule 4; review cases		2.00
12/27/2006	KAM	Work on damage number charts; conference J. Robinson re lawsuit		1.75
	JSR	Review Wham-O Agreement; initial drafting of complaint for reimbursement		2.90
12/28/2006	JSR	Draft complaint		3.10
12/29/2006	JSR	Revise complaint; prepare exhibits; draft demand letter for reimbursement		2.60
1/1/2007	KAM	Review and comment on draft complaint		1.00
1/2/2007	KAM	Preparation for settlement conference with S. Nelson (review damages numbers and Cornerstone Answer); Conference J. Robinson re Wham-O lawsuit		1.75
	JSR	Revise complaint		0.10
1/3/2007	JSR	Conference K.A. McDonald; telephone call S. Nelson; telephone call P. Bepler	٠	0.75
	KAM	Preparation for settlement conference; telephone calls S. Nelson; conference J. Robinson and telephone client re settlement		1.05
1/12/2007	KAM	Work on demand letter to Hsieh; memorandum to client and e-mail re- same		0.25
1/16/2007	KAM	Finalize demand letter; e-mails to AAA and client		0.10
1/18/2007	JSR	Revise complaint to incorporate client comments		0.50

March 12, 2007

				Page	3
			_		Hours
1/19/2007	JSR	Review and revise draft complain	t		0.30
1/29/2007	JSR	Proofread changes to draft compl review cases re jurisdiction	aint;		0.40
	KAM	Telephone call client; legal res	earch		0.80
2/6/2007	KAM	Telephone call client; work on W. complaint	ham-O		1.50
2/7/2007	KAM	Mark up draft complaint			0,50
2/21/2007	KAM	Telephone call P. Bepler and conference J. Robinson re Wham-O litigation			0.55
2/22/2007	KAM	Finalize objections to document demand; e-mail to S. Nelson re stelephone client re same; telephone client re Wham-O litigation			0.50
		•		7	lmount
	For pr	ofessional services rendered	27.75	\$11,7	
	Additi	onal Charges :			
	DLS Fe Filing	lert.com e Fees e Copying opy w		8	17.76 8.56 70.00 10.00 06.05 75.00 61.43 48.80
	Total a	amount of this bill		\$13,3	42.55

March 12, 2007

Page 4

Name	Hours	Rate
Jayne S. Robinson	12.65	425.00
Kathryn Ann McDonald	15.10	425.00

NEW YORK	

ROBINSON & MCDONALD LLP
COUNSELLORS AT LAW
61 BROADWAY
NEW YORK, N.Y. 10006

FEDERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3588824

For professional services rendered through March 31, 2007 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

Τo

			Hours
3/1/2007	KAM	Telephone call client re document objections; e-mail to S. Nelson	0.20
3/6/2007	KAM	Telephone call S. Nelson re document demands; legal research re attorneys' fees issue	0.50
3/7/2007	KAM	Telephone call P. Bepler: research re indemnity contracts	0.60
3/9/2007	KAM	Telephone call P. Bepler	0.10
3/12/2007	KAM	Memorandum to S. Nelson summarizing document request discussions; telephone calls client re same	0.80

#*************************************			Amount
or professional services rendered 2.	20	•	\$935.00

			Page	2
	Additional Charges:			
	CourtAlert.com			.50
	DLS Fee			.11
	Lexis		593	.90
	Total costs		\$674	.51
5/3/2007	Credit for error on March 12, 2007 bill		(255.	00)
	Total amount of this bill		\$1,354	.51
			•	
	Professional Summary	Hours	n	ate
Name	Matthew I.J	2.20	425	
Kathryn A	nn McDonald	2.20	- TAD	.00

	June	28,	2007	
NEW YORK _				

To ROBINSON & MCDONALD LLP

COUNSELLORS AT LAW 61 BROADWAY NEW YORK, N.Y. 10006 • ,

FEDERAL & NEW YORK SYATE IDENTIFICATION NUMBER 13-3588824

For professional services rendered through May 31, 2007 in connection with a dispute with Cornerstone Overseas Investment Limited regarding 2004 Agreement (First Agreement)

Professional Services

•		•	Hours
4/3/2007	KAM	Preparation for arbitration hearing re attorneys' fees	1.00
4/4/2007	JSR	Conference K.A. McDonald and review cases in preparation for oral argument	1.00
	KAM	Preparation for hearing re attorneys' fees; legal research re same	5.50
4/5/2007	JSR	Oral argument; telephone call clients	1.20
	KAM	Preparation for and participation in arbitration hearing re attorneys' fees under First Agreement; telephone call client re oral argument	2.25
4/9/2007	KAM	Review e-mail from client re document production and Akin document demand	0.15
4/17/2007	KAM	Conference J. Robinson re strategy	0.40
4/20/2007	KAM	E-mails to client	0.35

June 28, 2007

			Page 2.
			Hours
.4/23/2007	KAM	Telephone call P. Bepler re arbitrator's decision; review of Interim Award; conference J. Robinson re same; work on interpretive motion re First Agreement	3:00
4/30/2007	KAM	Emails with David Singer; work on interpretive motion re First Agreement	2.15
5/2/2007	KAM	Telephone call client	0.25
5/3/2007	KAM	Telephone call S. Nelson; telephone calls P. Bepler; draft memorandum to S. Nelson; review of Cornerstone's objections to document demand	0.90
5/4/2007	KAM	Telephone call P. Bepler; re-draft memorandum re documents	0.15
5/9/2007	KAM	Prepare memorandum and attachments for S. Nelson re document demand and amended order	0.50
5/16/2007	KAM	Telephone call J. Rybakoff	0.35
5/17/2007	KAM	Telephone call S. Nelson (in Shanghai); e-mail to client; draft memorandum to S. Nelson; letter to arbitrator	0.55
5/18/2007	KAM	Re-do schedule; telephone call D. Singer; letter to arbitrator; e-mail to D. Singer; telephone call clients; e-mail to clients	1.10
5/22/2007	KAM	Telephone call D. Singer	0.10
5/23/2007	KAM	Telephone call D. Singer re schedule	0.10
5/31/2007	KAM	Telephone calls P. Bepler re document production	0.20

June 28, 2007

-	
NOMO	
Page	

For professional services rendered	Hours Amount 21.20 \$9,010.00
Additional Charges:	
DLS Fee Outside Copying Photocopy Telephone Westlaw	36.61 1,499.97 55.20 29.55 171.33
Total costs	\$1,792.66
Total amount of this bill	\$10,802.66

Name	Hours	Rate
Jayne S. Robinson	2.20	425.00
Kathryn Ann McDonald	19.00	425.00

New York_	June	28,	2007
			_

To ROBINSON & MCDONALD LLP

COUNSELLORS AT LAW 61 BROADWAY NEW YORK, N.Y. 10006

FEGERAL & NEW YORK STATE IDENTIFICATION NUMBER 13-3588824

For professional services rendered through May 31, 2007 in connection with a dispute with Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited regarding Wham-O Agreement

Professional Services

			Hours
4/5/2007	JSR	Telephone call clients; telephone call D. Singer	0.40
	KAM	Telephone call client re Wham-O litigation; telephone call D. Singer re litigation; draft stipulation withdrawing lawsuit	0.65
4/9/2007	KAM	Review e-mail from client re document production and Akin document demand; re-draft stipulation re lawsuit	0.25
4/17/2007	KAM	Telephone call D. Singer re re-draft stipulation; conference J. Robinson re strategy	0.60
4/18/2007	KAM	E-mails to Dorsey re stipulation	0.10
4/20/2007	KAM .	E-mails to client re litigation stipulation and attorneys' fees issues; e-mail to Singer re stipulation	0.45

June 28, 2007

			Page	2
		-		Hours
4/30/2007	KAM	Emails with David Singer		0.15
5/2/2007	KAM	Telephone call client		0.25
5/3/2007	KAM	Telephone call S. Nelson; telephone calls P. Bepler; draft memorandum to S. Nelson; review of Cornerstone's objections to document demand		0.90
5/4/2007	KAM	Telephone call P. Bepler; re-draft memorandum re documents		0.15
5/9/2007	KAM	Prepare memorandum and attachments for S. Nelson re document demand and amended order		0.50
5/16/2007	KAM	Telephone call J. Rybakoff		0.35
5/17/2007	KAM	Telephone call S. Nelson (in Shanghai); e-mail to client; draft memorandum to S. Nelson; letter to arbitrator		0.55
5/18/2007	KAM	Re-do schedule; telephone call D. Singer; letter to arbitrator; e-mail to D. Singer; telephone call clients; e-mail to clients		1.10
5/22/2007	KAM	Telephone call D. Singer		0.10
5/23/2007	KAM	Telephone call D. Singer re schedule		0.10
5/31/2007	KAM	Telephone calls P. Bepler re document production		0.20
			A	mount
•	For p	rofessional services rendered 6.80	\$2,8	90.00

June 28, 2007

Page :

Additional Charges:

	Amount
DLS Fee Outside Copying	36.61 375.00
Photocopy Telephone Westlaw	55.20 29.55 171.33
Total costs	\$667.69
Total amount of this bill	\$3,557.69

Name		Hours	Rate
Jayne S. Robinson	,	0.40	425.00
Kathryn Ann McDonald		6.40	425.00

NO. 3682 P. 3

JUL. 6. 2007 8:21AM

American Arbitration Association Dispute Resolution Services Worldwide

1633 Broadway 10th Floor New York, NY 10019

STMT DATE AMOUNT DUE 07/08/2007 25350.00 CASE# 50-435-T-00214-06 01 ANBU-R Payment Due Upon Receipt

INVOICE/STATEMENT

Representing Akin Bay Company LLC Re: Comersione Overages Investment Limited and Comerstone Strategic Management Limited

Please Detach and Return with Payment to the Above Address

Please Indicate Case No. on check

American Arbitration Association

1633 Broadway 10th Floor New York NY 10019

Dispute Resolution Services Worthwide

K. Ann McDonald Esq. Rubinson Murphy & McDonald 61 Broadway, Suite 1415 Naw York NY 10008

NAME

K. Ann McDonald Esq. Robinson Murphy & McDonald 61 Broadway. Suite 1415 New York NY 10006

Representing Akin Bay Company LLC Re: Cornerstone Oversees Investment Limited and Cornerstone Strategic Management Limited

STMF DATE		Casea	PREVIOUS BALANCE	CURRENT CREDITS	New Charges	TOTAL BALANCE DU
07/08/2007	50-435-7	-00214-08 01 ANBU-R	0.00	13825,00-	39176,00	25350.00
DATE	REF# :	DE	SCRIPTION	AMOUNT	CREDITS	BALANCE
05/22/2006	9271057	Initial Administrative Fea	M	B000.0	30	
05/24/2006	2290	Peyment recvd from : coll ck/	ikin Bay Company, LLC		- 00.0008	
01 <i>f22f2</i> 007	9397689	Your Share of the Neutral Con of Praliminery Matters	aponsation Deposit covering 8 hour	2200.0	ю	
02/0B/2007	2500	Payment recvé from : coll ck/A	kin Bay Company, LLC		2200.00 -	
01/22/2007	9397671	Your share of the arbitrator ex	pense deposit	50,0	a	
02/08/2007	2500	Payment recva from : coll ck/A	kin Bay Company, LLC		50,00 -	
04/02/2007	9498188	Your Share of the Neutral Con of Study	ipensation Deposit covering 13 hou	3575.0	0	·
04/24/2007	2565	Payment recyd from : cell ck/A	kin Bay Company LLC		3575.00 -	
06/04/2007	9489168	Case Service Fee		3250.0	0	
07/08/2007	9485450	Your Share of the Neutral Con Hearing	penaștion Deposit covering 5 days	nF 11000,0	0	3250,00
77/06/2007	9485452	Your Share of the Neutral Com of Study	peneetion Deposit covering 40 hour	\$ \$1000.0	0	11000.60
					}	11000,00

Remarks: For any inquiry plasse cell: 212-464-3289
This is a full statement showing all financial activity on this case.

BULLYCE DUC

25350,00

				t ICHAC	innesie Case Mar du Cobék
		NET BILLED	NET PAID	NETDUE	
INVOICE SUMMARY:	INITIAL/COUNTER-CLAIM FEES	11250.00	8000,00	. 3250.00	
	HEARING/POSTPONENENT/RODM/PROCESSING FEES	0,00	0.00	0.00	
	REALLOCATION AT CASE END FEES	0.00	0.00	00,0	
	NEUTRAL COMPENSATION/EXPENSES	תה ארפולפ	#995 00		EIN1- 42 042074E

JUL. 6. 2007 8:21AM

NO. 3682 P. 4

American Arbitration Association Dispute Resolution Services Worldwide

1633 Broadway 10th Floor New York, NY 10019

	42
STIMT DATE	AMOUNT DUE
07/08/2007	25350.00
CAS	E#
50-435-T-00214	06 01 ANBU-R

Payment Due Upon Receipt

INVOICE/STATEMENT

K. Ann McDonald Esq. Robinson Munthy & McDonald 51 Broadway, Suile 1415 New York NY 10608

Representing Akin Bay Company LLC Rer Comercione Overseas Investment Limited and Comercione Strategic Management Limited

Please Detach and Return with Payment to the Above Address

Please Indicate Case No. on check

American Arbitration Association Dispute Resolution Services Worldwide

1633 Broadway 10th Floor New York, NY 10019

NAME

K. Ann McDonald Esq. Robinson Murphy & McDonald 81 Broadway, Sulla 1415 New York NY 10008

Representing Akin Bay Company LLC Ret Comerstone Overseas Investment Limited and Comerstons Strategic Management Limited

STMT DATE		CASE#	PREVIOUS BALANCE	CURRENT CREDITS	NEW CHARGES	TOTAL BALANCE DUE
07/06/2007	50-435-T	-D0214-08 01 ANBU-R	0.00	13825.00-	39175,00	25350,00
DATE	REF#	DE	SCRIPTION	AMOUNT	CREDITS	BALANCE
07/08/2007	9485454	Your strare of the arbitrator e	kpoese deposit		00	300.00

Remarks: For any inquiry please cell: 212-464-3298

This is a full statement showing all financial activity on this case.

25350.00

				Licate 1001	eric Crise No. di ci	o eck
		NET BILLED	NEY PAID	<u>NET OUE</u>		
INVOICE SUMMARY:	INITIAL/COUNTER-CLAIM FEES	11250.00	00.000	3250.00		
	HEARING/POSTPONEMENT/ROOM/PROCESSING FEES	0.00	0.00	0.00		
	REALLOCATION AT CASE END FEES	0,00	0.00	0.00		
	NEUTRAL COMPENSATION/EXPENSES	27925.00	5825.00	22100 do El	N 13-0429745	



1633 Broadway 10th Floor New York,NY 10019

	₩1
STMTODATE	EAVIOR THEORY.
Market Market Company	
07/11/2007	\$25,350,00
0171112001	ψ20,000.00
a CAN	
50-435-1-00214	1-06 01 ANBU-C

INVOICE

Payment Due Upon Receipt

K. Ann McDonald Esq. Robinson Murphy & McDonald 61 Broadway, Suite 1415 New York NY.10006

lmliiteellmiinniimiist

Representing Akin Bay Company LLC Re: Cornerstone Overseas investment Limited and Cornerstone Strategic Management Limited

Please Detach and Return with Payment to the Above Address

Please Indicate Case No. on check

American Arbitration Association

Dispute Resolution Services Worldwide

1633 Broadway 10th Floor New York,NY 10019

NAME

K. Ann McDonald Esq. Robinson Murphy & McDonald 61 Broadway, Suite 1415 New York NY 10006 Representing Akin Bay Company LLC Re: Cornerstone Overseas Investment Limited and Cornerstone Strategic Management Limited

STMT DT	C	ASE#	PREVIOUS BALANCE	CURRENT CREDITS	CURRENT CHARGES	BALANCE DUE
07/11/2007	50-435-T-00214-06 01 ANBU-C		3,250.00	0.00	22,100.00	25,350.00
Spain.	invalena -		TRANSACTIONS		- CEARGES 175	FREDIS
07/06/2007 07/06/2007 07/06/2007	9485452	Your Share of the North Your Share of the North	n Previous Billing Period eutral Compensation Deposit co eutral Compensation Deposit co bitrator expense deposit		3,250.00 11,000.00 11,000.00 100.00	
-			•			
		·				
Totals		Transactions from	06/12/2007 to 07/11/2007		25,350.00	0.00

Remarks: For any inquiry please call: 212-484-3299. This invoice reflects financial activity for this party only, for the period stated above.

1633 Broadway 10th Floor New York,NY 10019

This is Not an invoice

American Arbitration Association Dispute Resolution Services Worldwide

FINANCIAL HISTORY

CASES SOLUTION CASES SOLUTION DALANCE S25.25	500
Harrison Court and Court a	지원자 14
Name Kara Mebanaldesa	The said
Bolinson Murany & McDonald Re-Compassion Cycles as Investment Entitled	entrancia de
Fig. 10 and 3415	海(2) 1
New York 1 1008	cees fire or a
	- 新

Administrative Fee	<u> </u>		<u>-</u>	
nyaéta a	doaler, e	Description 755		Appount
9271057	05/22/2006	Initial Administrative Fee	•	. 8,000.00
9469168	06/04/2007	Case Service Fee		 3,250,00

	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
our Share of the Neutral Compensation Deposit covering 8 hours of Preliminary Matters	2,200.00
our share of the arbitrator expense deposit	50.00
our Share of the Neutral Compensation Deposit covening 13 hours of Study	3,575,00
our Share of the Neutral Compensation Deposit covering 5 days of Hearing	11,000.00
our Share of the Neutral Compensation Deposit covering 40 hours of Study	11,000.00
our share of the arbitrator expense deposit	100.00
Subtotal - Neutral Fees and Expenses :	27,925.00
Net Total of All Charges:	39,175.00
	our Share of the Neutral Compensation Deposit covering 13 hours of Study our Share of the Neutral Compensation Deposit covering 5 days of Hearing our Share of the Neutral Compensation Deposit covering 40 hours of Study our share of the arbitrator expense deposit Subtotal - Neutral Fees and Expenses:

Payments and	Refunds					
Checke/Refa	par Date 2	Description of the second second				Appoint
2290	05/24/2006	Payment recvd from : coll ck/Akin Bay Company, LLC	•			00,000,8
2500	02/08/2007	Payment recvd from : coll ck/Akin Bay Company, LLC	•		•	2,250.00
2565	04/24/2007	Payment recvd from : coll ck/Akin Bay Company LLC			*	3,575.00
				Net Tot	al of All Payments:	13.825.00

TANK EN AVERE	. \$25,350,00	

29123



INVOICE

Invoice # NYF07060073 Invoice Date: 06/05/2007 Due Date: 06/15/2007 Net 10 Days Terms: Customer Code: NYF-ROBI

Natl ID:

Untilled as of 7/20/07

IKON Office Solutions - NY Financial Phone: (212) 376-6100 Fax: Federal ID: 230334400

BILL TO:

ROBINSON MCDONALD-LAW OFFICES

61 Broadway New York, NY 10006 SHIP TO:

ROBINSON MCDONALD-LAW OFFICES

61 Broadway

New York, NY 10006

Attn: CARMEN SICA

Price using: STANDARD Price Reference / Case # Reference 2 Reference 3 Account Manager 01810-002 and Lowe, Eric Sales Order Order Date Ordered By Quantity Unit Price Extension SO-0706-0035 06/04/2007 CARMEN SICA - ROBINSON MCDONALD-LAW OFFICES E-Label Endorsement 3,653.00 0.0500 182.65 B&W Copies D - Heavy Litigation 14,612.00 0.1500 2.191.80

MTEREU / 2 86.66 Fist agr ITEREU 1, 286.65 Wham-8

#### Please Pay From This Invoice

Customer's duly authorized signature below is an agreement that the above-described work has been received and accepted by Customer. Customer assures payment of this invoice within 10 days. Interest at the rate of the lesser of 1.5% per month or the maximum legal rate will be charged on invoices not paid within 10 days. Customer agrees to pay legal fees incurred in the collection of past due accounts

Taxable Sales: 2,374,45 Sales Tax: 198,86 Non-Taxable: 0.00 Postage: 0.00 Delivery: 0.00 PAY THIS 2,573.31 AMOUNT.

HE PERSON SIGNING THIS INVOICE ON BEHALY OF CUSTOMER REPRESENTS THAT HE SHE HAS THE AUTHORITY TO DO SO

Received and Accepted by:

Please pay from this copy. The party named on this bill is held responsible for payment

Payment From: ROBINSON MCDONALD-LAW OFFICES 61 Broadway

New York, NY 10006

Amount Enclosed

Invoice: NYF07060073

Invoice Date: 06/05/2007 Due Date: 06/15/2007 Customer Code: NYF-ROBI

Natl ID: 29123

Please Remit To: **IKON Office Solutions** LDS Northeast District - NYF P O Box 827164 Philadelphia, PA 19182-7164

**PAY THIS** AMOUNT



#### **Document Efficiency** At Work."

#### INVOICE

Page 1 of 1

NYF07060322 Invoice # Invoice Date: 06/20/2007 Due Date: 06/30/2007 Net 10 Days Terms: NYF-ROBI Customer Code: Natl ID: 29123

IKON Office Solutions - NY Financial Phone: (212) 376-6100 Federal ID: 230334400

BILL TO:

ROBINSON MCDONALD-LAW OFFICES

61 Broadway

New York, NY 10006

SHIP TO:

ROBINSON MCDONALD-LAW OFFICES

61 Broadway

New York, NY 10006

Attn: CARMEN SICA

Price using: STANDARD Price Account Manager Reference 2 Reference 3 Reference / Case # Lowe, Eric 01810-002 Unit Price Quantity Extension Ordered By Sales Order Order Date

CARMEN SICA - ROBINSON MCDONALD-LAW OFFICES SO-0706-0072 06/05/2007 0.0500 5,502.00 E-Label Endorsement

22,008.00

B&W Copies D - Heavy Litigation

0.1500

275.10 3,301:20

Bates Range#4644-10145

116111611 1437.91 First agt 17611611 1937.91 Wham-D ITERED\$ 1937.91

#### Please Pay From This Invoice

Customer's duly authorized signature below is an agreement that the above-described work has been received and accepted by Customer. Customer assures payment of this invoice within 10 days. Interest at the rate of the lesser of 1.5% per month or the maximum legal rate will be charged on invoices not paid within 10 days. Customer agrees to pay legal fees incurred in the collection of past due accounts.

PAY THIS S	3,875.82
Delivery:	0.00
Postage:	0.00
Non-Taxable:	0.00
Sales Tax:	299.52
Taxable Sales:	3,576.30
<del></del>	<del></del>

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE

. Received and Accepted by:

AMOUNT

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From: ROBINSON MCDONALD-LAW OFFICES

61 Broadway New York, NY 10006 **Amount Enclosed** 

Invoice: NYF07060322

Invoice Date: 06/20/2007 Due Date: 06/30/2007 Customer Code: NYF-ROBI Natl ID: 29123

Please Remit To: **IKON Office Solutions** LDS Northeast District - NYF PO Box 827164 Philadelphia, PA 19182-7164

PAY THIS

AMOUNT

Page I of I



#### Document Efficiency Ar Work:"

INVOICE

IKON Office Solutions - NY Financial Phone: (212) 376-6100 Fax:

Federal ID: 230334400

BILL TO:
ROBINSON MCDONALD-LAW OFFICES

61 Broadway New York, NY 10006 SHIP TO:

ROBINSON MCDONALD-LAW OFFICES

61 Broadway New York, NY 10006

Attn: Ann McDonald

Price using: STANDARD Price		7,000, 100, 100,	·		
Reference / Case #	Reference 2	Reference 3		Account Ma	mager
01810-002				1	owe, Eric
Sales Order Order Date	Ordered By	Quantity	Unit Price		Extension

SO-0706-0090 06/06/2007 Ann McDonald - ROBINSON MCDONALD-LAW OFFICES
B&W Copies D - Heavy Litigation 492.00 0.1500

73.80

ENTERED \$39,99 First agt
ENTERED \$39,99 Wham S

Please Pay	From	This	Invoice
------------	------	------	---------

Customer's duly authorized signature below is an agreement that the above-described work has been received and accepted by Customer. Customer assures payment of this invoice within 10 days. Interest at the rate of the lesser of 1.5% per month or the maximum legal rate will be charged on invoices not paid within 10 days. Customer agrees to pay legal fees incurred in the collection of past due accounts.

Delivery: PAY THIS	 	79.98
Postage:		0.00
Non-Taxable:		~ 0.00.
Sales Tax:	`	6.18
<ul> <li>Taxable Sales:</li> </ul>		73.80

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HEISHE HAS THE AUTHORITY TO DO SO

Received and Accepted by:

Please pay from this copy. The party named on this bill is held responsible for payment

Payment From: ROBINSON MCDONALD-LAW OFFICES

61 Broadway New York, NY 10006 Amount Enclosed

Invoice: NYF07060113

Invoice Date: 06/07/2007 Due Date: 06/17/2007 Customer Code: NYF-ROBI Natl ID: 29123

PAY THIS

AMOUNT \$ 79.98

Please Remit To: IKON Office Solutions LDS Northeast District - NYF P O Box 827164 Philadelphia, PA 19182-7164